

# EXHIBIT 1

## MASTER BROKER AGREEMENT

This Master Broker Agreement ("Agreement") is entered into as of November 15, 2019 between **AXOS BANK** ("Lessor") with its principal office at 6975 Union Park Center, Suite 200, Cottonwood Heights, UT 84047, and **TECH EQUIPMENT FINANCE LLC** ("Broker"), with its principal office at 10161 West Park Run Drive, Suite 150, Las Vegas, NV 89145.

1. **Term:** This Agreement shall become effective the date hereof and shall continue in effect until terminated by either party as provided herein.

2. **Services:** Broker may from time to time submit transactions for the lease of certain personal property (the "Property") to prospective lessees.

3. **Relationship:** The parties agree that (i) the Broker shall at all times be an independent contractor, (ii) the Broker shall have no authority to bind Lessor in any manner whatsoever, (iii) the Broker, its employees, agents, and their employees shall not be considered employees of Lessor in any way, or for any purpose, and (iv) the Broker shall not make any representation to the contrary.

4. **Broker Referral Fees:** Subject to conditions detailed below, Lessor agrees to pay to Broker a referral fee (the "Fee") for each transaction entered into with a referred lessee (as detailed on a Schedule A which shall be attached to and made a part of this Agreement), provided (i) lease documentation (the "Lease Documentation") between Lessee and Lessor has been signed, delivered and is acceptable to Lessor, and (ii) all other conditions of the lease have been satisfied.

5. **Conditions:**

- Lessee shall enter into a Lease Schedule with Lessor for lease of the Property within thirty (30) days of submittal of the transaction to Lessor by Broker.
- All necessary Lease Documentation between Lessee and Lessor, including Lease Documentation evidencing Lessee's acceptance of the Property, shall have been signed and delivered in form acceptable to Lessor, and all other conditions of the lease shall have been satisfied.
- Lease Documentation entered into between Lessor and Lessee shall govern the terms of the lease and shall supersede any and all agreements and/or communications between Broker and Lessee.
- Broker knows of no facts or circumstances which would materially impair (i) the validity or value of any Lease Documentation or any rights created thereby; (ii) the Property; or (iii) this Agreement. Broker has no knowledge of any current or future event which would constitute an Event of Default by Lessee, as defined in the Lease Documentation. Should Lessor be forced to declare an Event of Default in connection with Broker's violation of this Condition, Broker shall return and/or irreversibly forfeit its right to any Fees earned from the defaulting Lessee.

6. **Termination:** Notwithstanding anything herein to the contrary, either party may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other party. Any such termination shall have no effect upon those commitments made by the signatories hereto evidenced by a previously executed Schedule A.

7. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties covering the subject matter defined herein. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Broker to Lessor, contains all of the agreements between the parties with respect to the rendering of such service, and governs any transactions subsequently entered into between Lessor and Broker. Both parties agree that no representations, inducements, promises, or agreements (oral or otherwise) have been made by any party or anyone acting on behalf of any party, which are not embodied herein; and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both parties. Should there be a conflict between the terms and conditions expressed herein and in a Schedule A relating to this Agreement, then the terms and conditions detailed in the relevant Schedule A will prevail.

8. **Schedule A:** Broker and Lessor will execute a Schedule A (governed by this Agreement) to evidence their agreement on specific transactions referred by Broker to Lessor. Each Schedule A will memorialize the terms of the referral fee, lessee specifics, etc. Broker agrees that to perfect its interest in a Fee for a referred transaction, it must possess a Schedule A, validly executed by Lessor.

9. **Venue:** This Agreement shall be governed by and construed in accordance with the laws of the state of Utah and the parties agree to submit to the exclusive jurisdiction of the state of Utah.

10. **Access:** Broker shall allow Lessor direct access to Lessee and vendors for any purpose Lessor deems necessary.

11. **Broker Representations:** Broker affirms that all representations made by it are true and correct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their respective names:

LESSOR:

**AXOS BANK**

BY: \_\_\_\_\_

Kristen Phillips

TITLE: Vice President

BROKER:

**TECH EQUIPMENT FINANCE LLC**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## SCHEDULE A

This Schedule A is made as of the date noted below between **AXOS BANK** ("Lessor") and **TECH EQUIPMENT FINANCE LLC** ("Broker"). The terms and conditions of the Master Broker Agreement ("Agreement") dated November 15, 2019, are incorporated herein by reference. Capitalized terms used herein shall have the meanings ascribed to them in this Schedule A or in the Agreement. This Schedule A constitutes a separate agreement between Lessor and Broker (subject to the terms detailed in the Agreement) identifying the potential referral of a transaction under a new, or previously referred lessee, and evidences the rights and obligations of the relevant signatories below.

Schedule specifics:

Lessee: **MILES TECHNOLOGIES, INC** (as "Co-Lessee") and **100 MT HOLLY BYPASS LLC** (as "Co-Lessee") (Co-Lessees hereinafter referred to collectively as the "Lessee")

Master Lease Agreement No. AX1563 dated November 15, 2019

Lease Schedule No. 001 dated November 15, 2019

Broker Fee: One and one half percent (1.5%) of Lessor's final Property cost

IN WITNESS WHEREOF the parties have executed this Schedule A on \_\_\_\_\_, 2019.

LESSOR:

**AXOS BANK**

BY: \_\_\_\_\_

Kristen Phillips

TITLE: Vice President

BROKER:

**TECH EQUIPMENT FINANCE LLC**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_